

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

NEW WORLD SYSTEMS CORPORATION,

Plaintiff,

Case No. 2:06-cv-11603
Hon. Denise Page Hood

v.

CHAUNCEY JONES and TYLER
TECHNOLOGIES, INC.,

Magistrate Judge Virginia M. Morgan

Defendants.

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AFFIDAVIT OF ROBERT W. SNOW

Robert W. Snow, being first duly sworn, states:

1. I am of full age, am making this affidavit upon personal knowledge, and can testify competently to the facts set forth below.

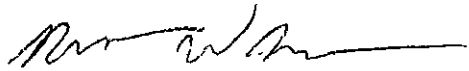
2. I am a forensics examiner at Digital Forensics Corporation ("DFC"), which specializes in the identification, extraction, preservation, interpretation, and documentation of electronic data.

3. On April 4, 2006, New World Systems Corporation ("New World") retained DFC to examine an IBM Thinkpad laptop computer.

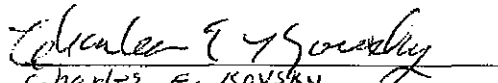
4. I conducted an examination of the laptop computer provided by New World, focusing on the areas of deleted activity, e-mail correspondence, the export or sending of information from the ACT marketing database, and file recovery.

5. I recovered the document attached as **Exhibit A** to this Affidavit from the laptop computer provided by New World.

Dated: May 4, 2006


Robert W. Snow

Subscribed and sworn to before me
this 4th day of May, 2006.


Charles E. Kovsky
Wayne Co., MI
Acting in Wayne Co., MI
My Commission Expires 4-1-07

Agreement of Employment and Compensation
Plan Year: January 1, 2006 – December 31, 2006

MUNIS, with offices at 370 U.S. Route One, Falmouth, Maine, and Chauncey Jones of Tampa, Florida agree as follows:

- I. MUNIS will employ Mr. Jones as a Sales Representative reporting to Skip Welch.
- II. Base salary: \$60,000 per year. Draw against future commissions: \$20,000 annually, which is forgiven through December 31, 2006.
- III. Sales Goals: Mr. Jones's sales quota for 2006 is \$1,150,000. Sales goals are the total MUNIS®/EDEN/INCODE licenses (including ASP and MUNIS OnLine, Tyler Forms, and Crystal Report Writer) on contracts signed during the plan year in which the customer is prepared to take delivery without contingencies. For Tyler Forms and Crystal Report Writer sales, 100% of the sales price will be credited towards quota.
- IV. Commissions: Commissions will be paid according to the following schedule:

<u>Product/Service</u>	<u>Commission</u>
a. MUNIS®/EDEN/INCODE Licenses For sales to strategic accounts which involve Roger Routh, the license commission will be 5%. (See attached list)	7%*
b. Products for Resale - Hardware - System Software - Emulation Software - Other Software	6% of GM**
c. MUNIS® Maintenance, OSDBA and Disaster Recovery Renewal - increase in support revenue over the previous year	6%
d. Services - Training - Analysis - Conversions - HW and SW installation - Programming	2%
e. ASP (3 payments)* - 3.5% of the annual revenue when the contract is signed and the deposit	10%

- received,
- 3.5% of the annual revenue 90 days after the contract is signed and the deposit received,
- 3% of the annual ASP service revenue for the second year of the contract when the payment is received.

For sales to strategic accounts that involve Roger Routh, the ASP commission will be 2.5%, 2.5% and 2%.

*For existing clients who convert to an ASP contract, the commission is calculated based on the annual ASP revenue minus the previous year's annual support fees including OSDBA and Disaster Recovery.

For purposes of crediting the sales quota in a new ASP contracts, the Quota will be calculated as if it were a traditional sale. For existing clients converting to ASP, quota credit will be 55% of a traditional sale. The above quota calculations are based on a three year ASP contract.

- f. ASP Renewal 3%
-based on the annual fee for customers who renew their ASP contract for three or more years. For quota purposes, 10% of the annual renewal fee will be credited towards sales quota.
- g. Disaster Recovery Services 10%
-10% of the annual revenue when the contract is signed and the payment received
- h. MUNIS OnLine (MOL) 15%
-MOL commissions are paid upon receipt of payment. If the initial payment is for a full year of service, the full commission (15%) will be paid. If the initial payment is pro-rated to correspond with a fiscal year or to be coterminous with the annual support contract, the 15% will be paid on the amount remitted and the balance of the commission due will be paid upon receipt of the following year's renewal. MOL (Self Hosted) will be treated as a MUNIS license.
- i. MUNIS Consulting Services 3%
-professional services performed by the MUNIS Consulting Group

*50% of the commissions to be earned for MUNIS® licenses will be paid upon receipt of the signed contract and 25% deposit. The balance of the commissions on MUNIS® licenses will be paid as the revenue is recognized. For Tyler Forms and Crystal Report Writer, commissions will be based on net margin after payments of royalty fees to Adobe, Protech, First Logic and Crystal Decisions. (See Addendum A.)

**Gross Margin (GM) shall be considered Products for Resale less the cost of Products for Resale.

Strategic accounts that involve an extraordinary sales effort, i.e. Kentucky, Georgia, etc. are excluded. In the event that Mr. Jones is involved in a successful sale of this type, appropriate compensation consistent with his involvement will be made.

- V. Territory - MUNIS determines territories for its Sales People. Mr. Jones's territory will include new eligible accounts in Florida, State 2 and State 3. Eligible accounts are defined as all schools plus municipal and county governments and non-profit organizations with annual budgets greater than \$22.5 million. MUNIS reserves the right to reassign territories at any time.
- VI. Payment of Commissions - Commissions are earned and payable at the time MUNIS receives payment for product and services provided, except as noted above. Commissions on all income collected by the end of one month will be paid by the end of the next month.
- VII. Delinquent Accounts - Any of Mr. Jones's accounts with a balance 120 days past due will be referred to the MUNIS Collections Department. Staff from this department will assume a primary role in collecting the delinquent balance. Mr. Jones will provide assistance as required in this process. The commission due Mr. Jones on any delinquent balances forwarded to the MUNIS Collections Department will be reduced by 30%.
- VIII. Benefits - All existing benefits, vacation, sick time, and other personnel considerations shall be provided in accordance to the then current policies of MUNIS. Commission compensation will apply to benefits, which are directly related to compensation, i.e. 401(k) Plan and Long Term Disability.
- IX. Termination - MUNIS or Mr. Jones may terminate this agreement at any time. In this event, commissions will be owed on revenue received on or before the date of the termination. In addition, it is agreed that Mr. Jones will not accept employment for one year by a direct competitor of MUNIS or compete directly within a territory including customers that he has serviced directly. This non-compete clause will not apply if MUNIS has unilaterally terminated his employment for reasons other than poor performance or "cause".
- X. This agreement represents the entire employment agreement. It is subject to change by MUNIS at any time.

Chauncey Jones

Date

Richard E. Peterson, Jr,

Date

ADDENDUM A

Tyler Forms PRODUCTS & SERVICES

MUNIS Software

Tyler Forms
GO DOCS
POSTAL
FORMSDESIGN

Third Party Vendor Royalty

Adobe
Protech
First Logic
Adobe

Products For Resale

Hardware
Secure Check Signing System

Services

Forms Libraries
Installation
Training
Form Changes